

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICHARD P. GARVER, DEPUTY DIRECTOR AND
MARIA FARIA, ACTING PROJECT COORDINATOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56
FINAL DESIGNATION OF REDEVELOPER OF REUSE PARCEL SE- 54
530 TREMONT STREET

SUMMARY: This memorandum requests that the Authority finally designate C.O.P.E. Inc., of 37 Clarendon Street, Boston as the Redeveloper of Reuse Parcel SE-54 in the South End Urban Renewal Area.

On June 25, 1981, Coping with the Pregnancy/Parenting Experience (C.O.P.E.) of 37 Clarendon Street was tentatively designated as Redeveloper of Re-use Parcel SE-54 in the South End Urban Renewal Area, Project No. Mass. R-56. Parcel SE-54 is a mixed-use, five-story brick building on approximately 1,650 square feet of land located at 530 Tremont Street.

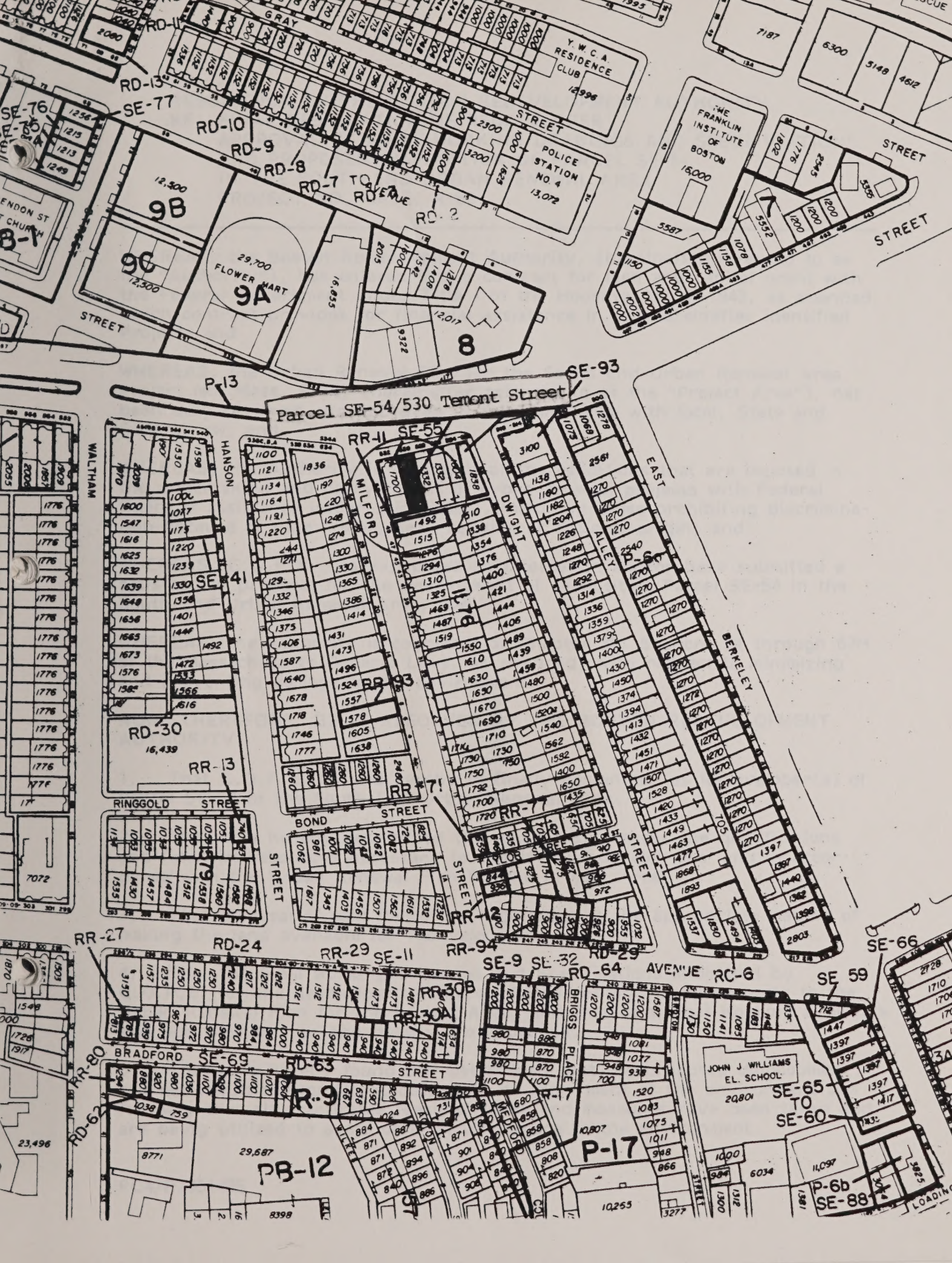
C.O.P.E. Inc is a pro-family South End based social service agency which provides parenting counselling and education to encourage family life. The proposal submitted by C.O.P.E. Inc. calls for rehabilitating 530 Tremont Street into a permanent administrative and counselling space for its use as well as for the provision of three below-market rental units on the upper floors. The three-rental units will remain below-market for a period of fifteen years. The requirement to maintain agreed upon rents will be incorporated into a Land Disposition Agreement.

The total development cost has been estimated at \$396,357.00. The financing for this project will be funded through NDEA Home Loan Program, Loan to Encourage Neighborhood Development (LEND) program, Bank of Boston, and foundation grants. C.O.P.E. Inc. has a firm financial commitment of \$123,600,000 from the Bank of Boston for construction/permanent mortgage. In addition, the Mayor's Office of Housing's Home Loan Program has qualified C.O.P.E. Inc., as eligible for a maximum low-income deferred loan of \$63,768.00 and through the LEND loan program in the amount of \$153,989.00. Finally, the balance of \$55,000.00 will be in form of grant contributions.

Notter, Finegold & Alexander, Inc. is the architect for the project. The plans have been reviewed and approved by Authority staff. Prought Construction will be the general contractor. The local neighborhood association supports C. O. P. E. 's efforts in the development of this project.

I, therefore, recommend that C.O.P.E. Inc. be finally designated as Redeveloper of Re-use Parcel SE-54 in the South End Urban Renewal Area.

An appropriate resolution is attached.



RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF PARCEL SE-54
IN THE SOUTH END URBAN RENEWAL AREA
PROJECT NO. MASS. R-56

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, C.O.P.E. has expressed an interest in and/or have submitted a satisfactory proposal for the development of Disposition Parcel SE-54 in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That C.O.P.E. be and hereby is finally designated as Redeveloper(s) of Parcel SE-54 in the South End Urban Renewal Area.
2. That it is hereby determined that C.O.P.E. possess the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Final Working Drawings and Specifications submitted by C.O.P.E. for the development of Parcel SE-54 conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be and hereby are approved.
5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcel SE-54 to C.O.P.E., said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

Dear Mr. Turvey:

I am pleased to inform you that the Loan Committee of the HUD Housing Division has granted this mortgage to the amount of \$1,000,000 of your application for rehabilitation funds for the property at 500 Tremont St., Boston. While this level of assistance exceeds our normal guidelines, we feel that this project will help to stabilize this area of Tremont St., and will, given the site restrictions, provide for long term benefits to low and moderate income urban residents.

This mortgage is in the form of a deferred loan for the above amount and will require no payment of principal or interest to HUD. The commitment is subject to the following conditions:

1. approval by C.O.P.E. of the loan documents;
2. adherence to program guidelines concerning title clearing, construction management, and timely completion of project;
3. any project management staff be used to reduce the amount of HUD/Housing Division services;
4. that Housing Commitments from all other HUD funds;
5. that compliance by the HUD.

A check covering the entire amount is being forwarded to you in accordance with the requirements of this program.

Sincerely,

John J. [Signature]

Deputy Director for Housing



City of Boston
Neighborhood
Development and
Employment Agency

Housing Division
26 West Street
Boston, Massachusetts 02111

Raymond L. Flynn
Mayor

April 8, 1985

Ms. Maureen Finnerty Turner
Executive Director
C.O.P.E.
37 Clarendon Street
Boston, MA 02116

Dear Ms. Turner:

I am pleased to inform you that the Loan Committee of the NDEA Housing Division has granted final approval in the amount of \$63,768.00 of your application for rehabilitation subsidy for the property at 530 Tremont St., Boston. While this level of assistance exceeds our normal guidelines, we feel that this project will help to stabilize this area of Tremont St., and will, given the BRA restrictions, provide for long term benefit to low and moderate income Boston residents.

This commitment is in the form of a deferred loan for the above amount and will require no repayment of principal or interest to NDEA. The commitment is subject to the following conditions:

1. approval by C.O.P.E. of the low-bid contractor;
2. adherence to program guidelines concerning Fair Housing, condominium conversion, and resale of subject property;
3. any unspent contingency shall be used to reduce the amount of NDEA/Housing Division subsidy;
4. final financing commitments from all other sources;
5. final designation by the BRA.

I look forward to working with you to successfully complete the rehabilitation of this property.

Sincerely,

Barbara Burnham
Deputy Director for Housing

BB:ND:pp

cc: Reese Fayde ✓
E. Daly
F. Tate



May 31, 1985

**City of Boston
Neighborhood
Development and
Employment Agency**

15 Beacon Street
Boston, Massachusetts 02108
617/720-4300

Ms. Maureen Finnerty Turner
Executive Director
C.O.P.E., Inc.
37 Clarendon Street
Boston, MA 02116

Dear Ms. Turner:

On behalf of the City of Boston's Neighborhood Development and Employment Agency ("City" or "NDEA"), I am pleased to inform you that we have approved your application for a loan ("Loan") from our Loans to Encourage Neighborhood Development (LEND) program to the Borrower referred to below on whose behalf you have acted. This Loan will be provided by the Shawmut Bank of Boston, N.A. ("Lender") in accordance with the following terms and conditions:

BORROWER: C.O.P.E., Inc., a non-profit corporation as established under Massachusetts General Laws.

PREMISES: 530 Tremont Street, Boston, MA 02116

PROPERTY DESCRIPTION: Legal description of the Premises acceptable to the Lender to be furnished by the Borrower to the Lender prior to Loan closing ("Closing").

PRINCIPAL AMOUNT OF LOAN: \$153,989

CONSTRUCTION/PERMANENT LOAN: The Loan shall have a term of 15 (fifteen) years, with an optional call by the Lender at the end of the fifth and tenth year, subject to the renewal, on terms satisfactory to the City, of the first mortgage loan by the Bank of Boston. Interest shall be computed at a rate of five (5) percent. Repayment shall be deferred for years one through two, during which time interest shall be accrued but unpaid. In years three through five, interest only payments of \$641.62 per month will be payable. In years six through fifteen, level payments of \$1,661.83 per month will be payable with payments applied first to interest and then to principal. The unpaid principal balance plus accrued interest shall be due in a balloon payment at the end of the fifteen-year term.

LATE CHARGE PROVISION: Any payment of principal or interest not received within fifteen (15) days after the due date of such payment shall at the option of the City be subject to a late charge in the amount of two (2) percent of the unpaid installment.

PREPAYMENT: The Borrower shall have the right to prepay a portion of or the entire Loan at any time with no prepayment penalty.

COLLATERAL: The Loan shall be secured by a second mortgage lien on the Premises, including an assignment of all rents from leases and occupancy agreements, subordinate to the first mortgage lien of the Bank of Boston in the amount of \$123,600. The third mortgage lien of the NDEA's Home Loan Fund, in the amount of \$63,768, is subordinate. Firm commitments for the senior and subordinate mortgage loans, on terms acceptable to NDEA, are a condition of this commitment. The Loan shall also be secured by a second security interest in all assets of the Borrower, including but not limited to: operating permits, licenses, accounts, and contract rights, and in all of the building materials, supplies, goods, and equipment of the Borrower relating to the construction, maintenance and/or operation of the real estate which is the subject of the construction loan.

TAXES: The Borrower shall provide annual evidence that all City real estate taxes and water and sewer charges have been paid as specified in the Loan note.

INSURANCE: The Borrower shall keep the Premises and all property covered by the security interest adequately insured with fire and broad form extended coverage insurance policies for 100% of their full replacement value, or the amount of all outstanding mortgages, whichever is greater. During the period of restoration, the Borrower shall maintain builder's risk coverage on the premises. The Borrower will deposit with the Lender original policies for such insurance, naming the Lender and Borrower as joint loss payees under a standard mortgagee clause. The insurance shall include coverage for loss of rents on the Premises for at least one year in the event of casualty. The Lender reserves the right to request additional coverage, including, but not limited to, flood and earthquake. All policies shall contain a provision requiring at least 20 days notice to the Lender before any policy cancellation or modification.

CONSTRUCTION SIGN: During the period of construction, the Borrower at its expense shall affix a sign in a highly visible place, indicating prominently that financing is being provided by the City of Boston Neighborhood Development & Employment Agency, and including the name of the Mayor and the Director of NDEA. The sign shall also prominently display the U.S. Department of Housing and Urban Development's Fair Housing logo.

TITLE INSURANCE: A commitment to issue title insurance in name of Lender in full principal amount of Loan, satisfactory to NDEA's counsel, as well as mortgage plot plan, shall be provided by Borrower prior to Closing.

ORIGINATION FEES: The Borrower shall pay to the Lender at the time of first advance of LEND funds a minimum fee of \$4,440 for disbursing and servicing the Loan. A fee of \$60 will be charged by the bank for each disbursement request after the initial request. Moreover, the Borrower shall pay the Lender for legal costs incurred in conjunction with Loan Closing upon receipt of a bill detailing these costs. In the event the Loan does not close, the Borrower shall pay all legal costs within 15 days of billing.

GENERAL LOAN CONDITIONS: The general loan conditions of this commitment are set forth in Exhibit A which is attached herein and made a part hereof.

SPECIAL LOAN CONDITIONS:

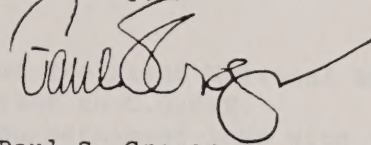
- 1) During the term of the Loan, within ninety (90) days after the expiration of the Borrower's fiscal year, the Borrower shall deliver to the City, the Borrower's annual financial statements certified by a certified public accountant indicating in reasonable detail all expenses and sources of income for the Premises for the previous fiscal year.
- 2) The Loan will become immediately due and payable upon sale or refinancing of the Premises, upon default of any senior mortgage, or if any senior mortgagee issues any additional loan principal to the Borrower beyond the amount of the said original principal. Non-compliance with any term or condition of the Loan documentation shall cause the Loan to become immediately due and payable.
- 3) This Loan is not assignable by the Borrower, except by written permission of the City.
- 4) Prior to Closing, NDEA shall review and approve in writing the construction contract.
- 5) Prior to Closing, the City must approve all final documents and instruments in connection with (i) the Closing, and (ii) other mortgages related to the improvement and acquisition of the Premises for satisfactory form and substance and compliance with all of the terms.
- 6) The Borrower shall provide an attorney's opinion that the building when built will conform to all zoning requirements, including those governing dimension and use, and all applicable environmental requirements.
- 7) The Loan commitment is subject to a certification by the City's Environmental Review Officer that the project has received environmental and historic certification clearance.
- 8) This Loan may be used only for acquisition, project soft costs, and materials used in renovation of the premises.
- 9) Five percent of the construction contract amount will be withheld as retainage until the latter of the expiration of the 43-day lien period following the end of construction or the issuance and approval of the certificate of occupancy.
- 10) The Borrower shall provide copies of all executed leases then in existence on the property prior to closing.
- 11) Special conditions pertaining to the rehabilitation, alteration and construction of the Premises are set forth in Exhibit B, which is attached herein and made a part hereof.
- 12) The Borrower shall meet all requirements of counsel, which may include, but not be limited to, appropriate corporate resolutions and evidence of corporate standing.

- 13) The NDEA Urban Design Division shall approve all plans and specifications.
- 14) At least thirty percent (30%) of the value of all construction, goods, and services procured by the City will be obtained from Minority Business Enterprises as determined by the NDEA's Compliance Division.
- 15) The Borrower shall meet the requirements of the City Ordinance Establishing the Boston Resident Jobs Policy (October 14, 1983) as delineated in Exhibit A which is attached.

This commitment will expire ninety (90) days after the date hereon.

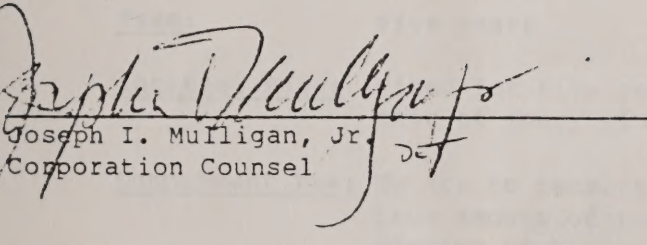
We are very pleased to assist you in the implementation of this important neighborhood economic development project.

Sincerely,



Paul S. Grogan
Director

Approved as to form



Joseph I. Mulligan, Jr.
Corporation Counsel

Borrower accepts the foregoing terms
and conditions and consents and agrees
to be bound thereby.

C.O.P.E., Inc.

By _____
Maureen Finnerty Turner
Executive Director

Date



BANK OF BOSTON

January 4, 1985

Ms. Maureen Finnerty Turner
Executive Director
C.O.P.E.
37 Clarendon Street
Boston, MA 02116

Re: Mortgage Loan
530 Tremont Street
Boston, MA

Dear Ms. Turner:

This letter will serve as the commitment of The First National Bank of Boston (hereinafter the "Lender") to grant to C.O.P.E. (hereinafter the "Borrower") a construction/permanent loan with the following terms:

Amount: \$124,000

Term: Five years

Interest Rate: Fixed for five years at Lender's then five-year cost of money plus 2.25 basis points.

Commitment Fee: We are to receive a commitment fee of 1% of the face amount of the note, \$1,240 payable at the closing of the loan.

Our primary security is to consist of a first mortgage lien on a five-story plus basement attached brownstone building that will contain upon completion of renovations 2,846 square feet of office space and three apartments.

Additional provisions governing the financing of this project are:

- a) The Developer's fee will not be expended until the project is fully renovated, 100% occupied and generating 1:15 debt service coverage for six consecutive months.
- b) Commitments with acceptable terms and conditions will be submitted to Lender as follows:

Home Loan \$ 50,000
Land Bank 127,157
Three 707 Certificates



- c) After loan closing, C.O.P.E. will submit quarterly financial statements no later than 60 days beyond each quarter.
- d) C.O.P.E. will execute a five-year lease with terms and conditions acceptable to Lender.

Other terms and conditions of this commitment are as follows:

1. The loan shall be evidenced by a promissory note (the "Note") made by Borrower and payable to the order of Lender, in form and substance satisfactory to Lender and its counsel. The loan evidenced by the Note shall bear interest at the annual Interest Rate, hereinabove set forth, on the aggregate principal amount outstanding, payable monthly in arrears, based on a 360-day year and calculated for the actual number of days that elapse. Principal and Interest payments (to be determined when the rate is set) shall be payable during the term of the loan. The principal payments will be based on a 20-year schedule. We also will collect monthly 1/12th of annual estimated real estate taxes.
2. The Note will be secured by:
 - a mortgage or deed of trust (the "Mortgage") in the principal amount of the Loan, encumbering the real estate which is the subject of the construction loan, which Mortgage shall constitute a first lien on the mortgaged property subject only to such title exceptions, if any, as shall be acceptable to the Lender and its counsel; and
 - a first security interest in all operating permits, licenses, accounts, and contract rights, and in all of the building materials, supplies, goods, equipment, furnishings, fixtures, chattels and other items of personal property of the Borrower relating to, situated on, or used or usable in connection with the construction, maintenance and/or operation of the real estate which is the subject of the construction loan; and
 - a conditional assignment of all leases relating to the mortgaged premises, and of all rents, issues and profits derived from the mortgaged premises.
3. All improvements to the mortgaged premises shall be constructed in accordance with final plans and specifications which shall have been submitted to, and approved by, the Lender. Also, a qualified architect shall certify to the Lender that the final plans and specifications meet all Federal, State and local Governmental requirements, including, without limitation, all



applicable zoning laws, building codes, environmental codes, rules, ordinances or regulations, and any necessary accommodations for handicapped persons.

4. The Borrower shall enter into a Construction Loan Agreement containing terms and conditions customarily utilized by the Lender in its construction loan activities. At the time of the first loan disbursement and at all times thereafter, there shall remain sufficient loan proceeds to meet all costs and expenses of the project as previously approved by the Lender. Any required equity funds are to be properly expended prior to any loan advance. If at any time during the course of construction it becomes apparent, in the sole judgment of the Lender, that the then unadvanced construction proceeds are insufficient to complete construction in accordance with the approved plans and specifications, the Borrower shall invest such additional funds in the Project as may be required by the Lender to assure Project completion from the remaining loan proceeds.

Prior to closing of the loan, the Borrower shall furnish Lender with a complete detailed estimate of all direct and indirect costs which will be associated with construction of the project. Upon request of the Lender, the Borrower shall furnish such revisions thereof as may be necessary to show the cost of construction to any specific date and the estimated cost necessary to complete the Project.

5. Loan disbursements will be based upon the submission of requisitions as required by the Construction Loan Agreement, using the standard AIA form, and such requisitions are to be approved by the Borrower and the Project architect. Disbursements will be made by credit to the Borrower's account maintained with Lender. All advances against construction items will be subject to a withholding rate of 10% pending expiration of the requisite lien period or the receipt of such evidence as may be required to assure the Lender that no claim may thereafter arise with respect to any work performed, or labor or materials supplied, which might take precedence or priority over the lien of the Mortgage. Payment of requisitions shall be subject to inspection and approval by the Lender of work done and material furnished.
6. Borrower shall furnish a mortgage survey plan of the premises prepared in such form and containing such certifications as shall be required by the Lender and its counsel.



Ms. Maureen Finnerty Turner

-4-

January 4, 1985

7. The Borrower shall deliver to the Lender a title insurance policy from a title insurance company approved by the Lender, written on the then current form of ALTA Lender's Policy of Title Insurance, insuring the Lender as of the date of initial closing, and again as of the date of each future advance made on account of the construction loan, that (i) the Borrower is vested with a good, marketable, and indefeasible fee simple title in the property encumbered by the Mortgage, (ii) the Mortgage constitutes a valid and subsisting first lien upon the fee title of the Borrower in the mortgaged premises, and (iii) the conditional assignment of leases and rents constitutes a valid and subsisting first assignment of such leases and rents, subject, in each case, only to such title exceptions as shall be approved by the Lender.
8. No lease or other agreement with reference to use or occupancy of the project shall be entered into without the approval of Lender, nor shall any approved lease or agreement be modified or amended without such approval by the Lender.
9. Before employing any major contractor for the project, the Borrower shall obtain the prior approval of such contractors by Lender. All construction contracts shall be conditionally assigned to the Lender, but the Lender shall have no obligation on account of such assignment unless the Lender shall elect to assume the Borrower's position under such contracts.

One hundred percent (100%) performance and payment bonds shall be furnished by all contractors, in form, and issued by a bonding company, satisfactory to Lender, with Lender named as a co-obligee on any bonds required to be furnished.

In addition, any agreement entered into with an architect for the project shall be submitted to the Lender for its review and approval prior to the execution of same, and any agreements so entered into shall be assigned to the Lender in the same fashion and under the same conditions as construction contracts.

Furthermore, the Lender shall be furnished with a letter from such architect consenting to the Lender's use of the plans and specifications prepared by such architect, without cost to the Lender, in the event of a default under any of the loan documents. If such architect is also providing to the Borrower construction supervisory services, the architect shall agree in such letter to continue performance for the Lender, if requested to do so, in the event of any such Borrower default, upon payment by the Lender to such architect of its fees for such services.



Any contract initially approved by the Lender relating to the proposed constuction shall not be amended or modified in any fashion without the prior consent of the Lender.

10. The Borrower shall furnish Lender with builder's risk completed value (non-reporting) form insurance, all in appropriate standard form for the Commonwealth of Massachusetts affording protection against such risks, and with such insurance company, as shall be approved by Lender. All insurance proceeds shall be payable first in the case of loss to Lender, as mortgagee. Insurance coverage shall be maintained so as to afford one hundred percent (100%) coverage against loss.
11. Evidence must be furnished to Lender that flood insurance is not required for this property under the Flood Disaster Protection Act of 1973. In the event flood insurance is required, Lender will require flood insurance to be maintained with respect to the mortgaged premises, to be written by a company, on such terms, in such form and for such periods and amounts, as are satisfactory to Lender.
12. The undertaking of the Bank to make the loan as described in the within commitment is conditional upon the Bank being fully satisfied at the time of loan closing that the real estate being offered as security therefor is free of all potential encumbrances, liens or charges arising out of Mass. C7. of the Acts of 1983 (as the same may have been amended from time to time) if said land is situated in Massachusetts; or out of similar legislation enacted in any other jurisdiction where the land may be situated, or out of any Federal legislation presently existing or hereafter enacted which may impose such encumbrances, liens or charges. In this connection, the Bank shall be entitled to receive from the Borrower such assurances, in form and substance, as in the particular circumstances the Bank may in its sole judgment consider sufficient and appropriate.
13. Lender shall be furnished with legal opinions from:

counsel to the Borrower relative to (x) the due organization, valid existence and good standing of the Borrower under the law of the state of its formation, with all requisite power and authority to construct, borrow money, operate, lease and mortgage property, and to perform all its obligations under the several loan documents evidencing and securing the Loan, (y) the due authorization, execution, delivery and binding effect of all documents executed and delivered by the Borrower pursuant to



this commitment letter, and (z) such other matters relating to the transaction contemplated by this commitment letter as Lender may reasonably require; and

counsel acceptable to Lender's counsel opining that the proposed use and construction of the improvements comprising the project which is the subject matter of the loan, if constructed in accordance with the approved final plans and specifications, comply with all applicable zoning, subdivision, environmental and other Federal, State, County and Municipal laws, rules, regulations and ordinances.

14. The form and substance of all documents to be delivered to Lender at or prior to closing of the loan, including, but not by way of limitation, the Construction Loan Agreement and all other loan documents as are required to evidence or secure the loan contemplated by this commitment letter, the title and other insurance policies, the survey, the certification of architects and engineers, and any and all instruments collateral to the loan, including, without limitation, leases, construction contracts, and architectural and engineering agreements, shall in all respects be satisfactory to Lender and its legal counsel.

Further, there will be no lien or encumbrance attaching to the mortgaged property without the prior written consent of the Lender.

15. Whether or not any of the transactions contemplated by this commitment letter closes, the Borrower shall pay all Lender's out-of-pocket costs and expenses incident thereto, including but without limitation, brokerage commissions, title company premiums and charges, recording and filing fees, documentary stamps, any mortgage recording tax or other tax imposed by reason of the execution and delivery of the Note and the recording of the Mortgage and other security loan documents, and the fees and expenses of counsel to Lender. The provisions of this paragraph shall survive any termination of this commitment, whether or not by reason of the consummation of the loan.
16. If and when this commitment letter is accepted and returned by the Borrower, the same shall be accompanied by a certified check in the sum of \$500 (the "Commitment Deposit") made payable to the order of the Lender. If the transaction hereby contemplated is for any reason (other than Lender's default) not consummated pursuant to the terms of this commitment letter, Lender shall have the right in its absolute discretion and without the requirement of any notice to Borrower to retain the proceeds of



Ms. Maureen Finnerty Turner

-7-

January 4, 1985

said Commitment Deposit as liquidated damages and not as a penalty. However, upon closing of the loan, the proceeds of said Commitment Deposit shall be applied in partial payment of the commitment fee payable to Lender at initial closing of the loan.

17. This commitment shall not be assigned without the prior written consent of the Lender.

The foregoing terms and conditions are predicated upon our present understanding of the proposed transaction. Upon development of a more comprehensive understanding of details relevant to the project, some further assurances of performance in the nature of additional security, or modifications of the financing and ownership arrangements may be required; however, this provision shall be automatically void from and after the construction loan closing.

Upon your acceptance of the terms of this commitment letter, the firm of Rittenberg & Ross, shall commence representation of Lender in connection with the transaction contemplated by this commitment letter, with all fees and expenses incurred by Lender to be the Borrower's responsibility, as aforesaid.

This commitment shall not be effective or binding upon Lender until the enclosed copy of this letter, duly accepted by Borrower in the spaces provided therefor below, together with payment in the amount of the Commitment Deposit, shall have been delivered to Lender. If such delivery has not been made within ten (10) days from the date hereof, we reserve the right at any time thereafter to terminate the commitment represented by this letter. Further, this commitment carries an expiration date of February 15, 1985 in the event that the loan represented by this commitment letter is not closed on or before such date.

Very truly yours

Daniel R. Ouellette
Mortgage Loan Officer

DRO/nb

Enclosure

4336R

C.O.P.E. EQUITY

1. Foundations and Corporations
(in escrow)

Hyams Foundation	\$15,000
Theodore Edson Parker Foundation	10,000
State Street Bank	<u>5,000</u>
	\$30,000

2. Total \$ Spent to Date by C.O.P.E.
on Development Pro Forma \$15,200
(funded by Foundation grants)

3. Portion Development Fee to C.O.P.E.
by Financing Sources to be
Applied as Equity \$ 9,800

TOTAL	\$55,000
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THE THEODORE EDSON PARKER FOUNDATION

100 FRANKLIN STREET

BOSTON, MASSACHUSETTS 02110

TRUSTEES

NEWELL FLATHER, PRESIDENT
ANDREW C. BAILEY, SECRETARY & TREASURER
ALLEN G. BARRY
THOMAS E. LEGGAT
LEON F. SARGENT

ALA H. REID, ADMINISTRATOR
357-1500

November 29, 1984

Ms. Maureen Turner, Executive Director
COPE
37 Clarendon Street
Boston, MA 02116

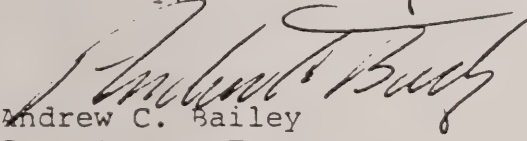
Dear Ms. Turner,

At a recent meeting of the Trustees of The Theodore Edson Parker Foundation, a reserve of \$10,000 was established for COPE to enable the agency to purchase a new building to be used as offices and moderate income rental units.

The Trustees were pleased to have this opportunity to assist with your needs, but they very much hope that these funds will not be called upon and that COPE will continue to seek funds from other sources to complete the project.

We wish you all success and look forward to hearing of your progress during 1985.

Sincerely,


Andrew C. Bailey
Secretary & Treasurer

/ehh



State Street

State Street Bank and Trust Company
P. O. Box 351
Boston, Massachusetts 02101
(617) 786-3381

NOV 04 1982

November 2, 1982

Ms. Maureen F. Turner
Executive Director
C.O.P.E.
37 Clarendon Street
Boston, Massachusetts 02118

Dear Maureen:

On behalf of State Street Bank and Trust Company, it gives me great pleasure to inform you that the Corporate Contributions Committee has awarded a \$5,000 capital grant toward the renovation of a six-story vacant brick townhouse in the South End. We understand that three floors will be renovated for C.O.P.E. counseling and educational center space and three floors will be renovated into moderate income rental units. This grant will be made payable over two years beginning in 1983, contingent upon C.O.P.E.'s raising the full amount of the project.

It is the intent of the Contributions Committee to award this leadership grant as our demonstrated commitment toward the integrity of the project. The proposal presents grantmakers with the opportunity to support the expanded demands of your licensed Pregnancy/Parenthood Education and Counseling Center as well as contribute towards the economic development and housing needs of Boston's urban South End.

I look forward to being apprised of the progress of your capital campaign, and the Committee joins me in wishing C.O.P.E. a well-deserved tenth anniversary.

Sincerely,

Julia P. Fitz-Randolph
Senior Public Affairs Officer

JPFR:b

GODFREY M. HYAMS TRUST

ONE BOSTON PLACE - 33RD FLOOR

BOSTON • MASSACHUSETTS 02108

TRUSTEES

WILLIAM N. SWIFT
BOSTON SAFE DEPOSIT AND TRUST COMPANY
THERESA J. MORSE
JOHN O. RHODE
JOHN H. CLYMER
ROSLYN M. WATSON

EXECUTIVE DIRECTOR
JOAN M. DIVER

ASSISTANT DIRECTOR
GLORIA OLDSMAN

(617) 725-1520

HONORARY TRUSTEE
RICHARD A. EHRLICH

November 13, 1981

Maureen F. Turner
Director
C.O.P.E., Inc.
37 Clarendon Street
Boston, MA 02116

Dear Ms. Turner:

We are pleased to inform you at at their meeting on October 21, 1981, the Trustees of the Godfrey M. Hyams Trust voted a grant of Fifteen Thousand Dollars (\$15,000) to Coping With the Overall Pregnancy Experience, Inc. for renovations of it offices at 530 Tremont Street, Boston. This grant is conditional on the agency raising sufficient funds to begin construction.

At such time as the condition is met, the Trustees will also review the status of the project to be funded as well as the management of the agency to determine if it is still reasonable to expect that the goals of the original proposal will be fulfilled. A final decision to pay the grant will depend on a satisfactory review.

We look forward to hearing from you.

Sincerely yours,



William N. Swift
Secretary

WNS:sp



MICHAEL J. McCORMACK



Boston City Council

NEW CITY HALL
ONE CITY HALL SQUARE
BOSTON, MASSACHUSETTS 02201

725-3115

MAY 14 1985

May 8, 1985

Maureen Turner
37 Clarendon St.
Boston, MA. 02116

Dear Ms. Turner:

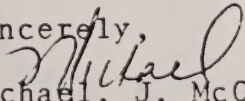
Thank you for your recent testimony at a meeting of the Boston City Council's Committee on Revenue in your community.

As you know, Community Development Block Grant funds provide an excellent opportunity for the city to support a variety of worthwhile programs that it would be unable to fund through its normal operating budget.

Your comments concerning existing C.D.B.G. funded programs and your suggestions for the future of these and other programs will prove extremely useful to me, other members of the City Council and the N.D.E.A. as we consider the allocation of C.D.B.G. funds for the coming fiscal year.

Thank you again for your testimony. If ever I can be of any assistance, please let me know.

Sincerely,


Michael J. McCormack
Boston City Council



INQUILINOS BORICUAS EN ACCIÓN



June 5, 1985

Ms. Maureen Finnerty-Turner
COPE
37 Clarendon Street
Boston, MA. 02116

Dear Maureen,

Many thanks for the Globe (3/26/85) article, "Pregnant Economics". It certainly offers a different perspective and one to be seriously considered in our education programs. Thank you, too, for the support you have given and the help you have offered us as we try to cope with the effects of teenage pregnancy on the dropout rate. As we build trust we can use your help in a productive and positive way.

Congratulations on your new space at 530 Tremont Street. It was obvious from my visit to Cope that you have outgrown your present space. I hope that renovation will move smoothly and quickly so that you can continue to expand the good work that you do. The new site is not only larger, but also located where more women in need of services are apt to come.

I enjoyed the article in the South End News last week. I wish you the best and hope to visit you soon in your new office.

Sincerely,

Sister Mary Black

Sister Mary Black
Education Specialist,
Educational Support Program

SMB/sms

PEOPLE WORKING TOGETHER FOR A BETTER FUTURE IN VILLA VICTORIA
TRABAJAMOS JUNTOS POR UN FUTURO MEJOR EN VILLA VICTORIA



405 SHAWMUT AVE. BOSTON, MASSACHUSETTS 02118 U.S.A. TEL. 262-1342

Our Lady of Victories Church

Marist Fathers

27 Isabella Street
Boston, Massachusetts 02117

(617) 426-4448

June 6th, 1985

Mr. Richard Garver
B.R.A.
ONE City Hall Plaza
Boston, Ma 02201

Dear Mr. Garver:

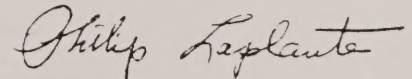
This is to state my support of C.O.P.E. (Coping with the Overall Pregnancy/Parenting Experience) being awarded 530 Tremont Street by the B.R.A. Board of Directors.

C.O.P.E. was founded in the South End by Maureen Finnerty Turner, R.N., a South End resident. The current office space has been outgrown as a result of the increase in need for families to have supportive counseling.

The vacant building at 530 Tremont Street (formerly Med Kelly's Tavern) would be put to good use by housing the expanded C.O.P.E. administrative and counseling Offices on the first three floors and families in need of moderate income rental apartments on the remaining floors.

I am in support of the B.R.A. Board of Directors making this building award to C.O.P.E.

Sincerely,



FR. Philip Laplante, S.M.
Pastor

850625-038
Eight Streets Neighborhood Association

June 21, 1985

Stephen Coyle, Director
Boston Redevelopment Authority
City of Boston
City Hall, 9th Floor
1 City Hall Square
Boston, Massachusetts 02201

RECEIVED

JUN 25 1985

BOSTON REDEVELOPMENT AUTHORITY
OFFICE OF THE DIRECTOR

Dear Mr. Coyle:

It is our understanding from Maureen Turner, Director of COPE, which is designated to develop 530 Tremont Street, that her organization cannot proceed to final designation without a letter of support from the Eight Streets Neighborhood Association. We would therefore like to affirm our neighborhood association's stance that since COPE now has its financing in place, the Boston Redevelopment Authority should proceed expeditiously to finalize this group's designation so that rehabilitation may finally begin. Eight Streets has never opposed COPE's bid to develop 530 Tremont Street. Our concern is that, for whatever reasons, so much time has elapsed since their original designation. Our expectation is that construction will be under way no later than September 1, 1985.

Very truly yours,

Bruce Binette -

Bruce Binette, President

Peter Chin

Peter Chin, Chairman
Land Use Committee
237 Shawmut Avenue
Boston, MA 02118
542-2460

cc: Maria Faria
Carol Mathieson
Maureen Turner